Artificial Intelligence based Video Feed Analysis for Identification & Analytics of the Civic & Municipal Infrastructure Issues in BBMP

Bruhat Bengaluru Mahanagar Palike

[BBMP]

Request for Proposal

RFP Number: **BBMP/2024-25/SE0977**

Calendar of Events

Start date & time of Bid and Bid Validity Period (in days)	01-10-2024 11.00 Hours 90 days
Last Date & Time for Tender Queries/Clarification & date of Pre Bid Meeting, venue	07-10-2024 17:30 Hours 07-10-2024 17:00 Hours office of special commissioner (IT and Revenue), BBMP Head office premises, 1st floor, Annexe-1, N.R sqaure
Last Date & Time for Receipt of Tender	18-10-2024 17:30 Hours
Date & Time for Opening of Technical Bid	21-10-2024 11:00 Hours
Technical Evaluation of the Bids including Field Demo and presentations	23-10-2024 11:00 Hours onwards
Date & Time for Opening of Financial Bid of Technically Qualified Bidders	25-10-2024 11:00 Hours

Table of Contents

1. Introduction....1
2. Scope of Work....3
   2.1 Overall....3
   2.2 Other Requirements....5
3. Pre-Qualification....6
4. Technical Evaluation Requirements....7
5. Service Level Requirements....8
   5.1 Project Start-up Service Level Agreement....8
   5.2 Operational SLA....8
6. Bidding Process....10
   6.1 Procedure for Submission of BIDs....10
   6.2 Authentication of BID....11
   6.3 Validation of Interlineations in BID....11
   6.4 Cost of Bidding....11
   6.5 Clarification of Tender Document....11
   6.6 Language of BIDs....11
   6.7 Amendment of Tender....12
   6.8 BID Validity Period....12
   6.9 Contacting the BBMP....13
   6.10 BBMP's Right to Vary Scope of Contract at the Time of Award....13
   6.11 BBMP's Right to Accept any BID & to Reject Any or All BIDs....13
   6.12 Notification of Award....14
   6.13 Failure to Abide by the Agreement....14
   6.14 Bank Guarantee for Contract Performance....14
   6.15 Rejection Criteria....15
   6.16 Concessions Permissible under Statues....16
   6.17 Liquidate Damages....16
   6.18 Termination of Contract....16
   6.19 Force Majeure....17
7. Evaluation of Technical &Commercial Proposal....18
   7.1 Opening of Pre-Qualification &Technical BIDs....18
   7.2 Financial Evaluation....18
8. Award of Contract &its Execution....19

9. Payment Terms 20

10. Liability Clause 21

11. Contract Validity 22

12. Arbitration Clause 23

13. Annexures 24

Format 1-BID Letter 24-25

Format 2 –Experience/Turnover Information 26

Format 3 – Company Contact Information 27

Format 4- Certificate for Financial Capacity 28

Format 5- Undertaking & Information on Blacklisting 29

Format 6- Additional Information for Technical Bids 29

Format 7- Commercial BID Form 30

Format 8- Performance Bank Guarantee from a Scheduled Bank 31-33

Format 9-Undertaking on Litigation (S) 34

Format 10 -EMD Declaration 35

1 Introduction

Bruhat Bengaluru Mahanagar Palike is the civic agency & the Urban Local Self Government to meet all the requirements of the citizens of Bengaluru City as regards their civic amenities such as roads, parks, drains and other city needs. The citizens pay the Corporation the statutory taxes such as Property Tax, various Cesses and duties. These constitute the core revenue of the Corporation based on which it discharges its functions.

Bengaluru City has about 14 Million residents and everyday experience of the city they live in constitutes the core parameter based on which they evaluate the performance of the City Governance by the BBMP. In this the responsiveness and timely addressal of the civic issues such as action on potholes, damaged roads, stray cattle on roads, visual sores such as illegal flexes and banners, garbage removal etc constitute the nuts and bolts of how responsive Bengalureans find the BBMP. The BBMP on its part has come out with multiple efforts to involve the citizens in city governance including through One-City-One-Number – 1533, the BBMP Sahayavani, multiple mobile apps such as Rastte Gundi Gamana (Pothole reporting app), Park Monitoring App, Lake Monitoring App, Hasiru Rakashaka etc. The aim of these IT initiatives is to have immediate information through the citizens about all the civic issues and take action thereon in a time-bound manner. However, it is seen that there are tens of civic issues and it is not practical for citizens to exhaustively give inputs on all of them. Further, the information fed by the citizens or the BBMP own staff is not always processed and analyzed to immediate actionable level. Hence, the interventions and responsiveness of the BBMP is seen as sporadic and inadequate.

Bengaluru City has thousands of video cameras installed in context of different projects including but not limited to (i) 6000 Cameras in Safe City Project by Police Department (ii) BMTC buses (iii) Other CCTVs and in case the technology, especially the *Artificial Intelligence*, is harnessed to analyze these numerous live video feeds and generate actionable real-time reports and analytics with the GPS and other details of the civic issue, then the responsiveness of the BBMP to these problems faced by the citizens will improve tremendously.

In this regard pilots have been done and are going-on to test the efficacy and effectiveness of the *Artificial Intelligence (AI)* systems that analyse the video feeds of various cameras in the City and generate actionable reports for close to real-time or within-hours response to pressing civic issues such as potholes, stray cattle, garbage, road and median damage etc. The said pilots bring out a possible use of AI which this RFP attempts to implement in a systematic manner.

Some of the main Use-Cases envisaged to be handled by the AI based issue reporting system are listed below:

- Detection of cattle on road
- Detection of garbage on road
- Detection of damaged infrastructure
- Detection of potholes on the road
- Detection of Water Logging areas

- Detection of Construction in progress
- Detection of Broken Speed Breaker
- Detection of Road Surface Damage
- Detection of Road Crack
- Detection of Illegal Stalls
- Detection of dirty street road
- Detection of encroachment
- Detection of dirty side walk
- Detection of Electrical Wires Jumble
- Detection of open manhole
- Detection of damaged/ broken Paver
- Detection of damaged/ broken Kerbstone
- Detection of illegal flex/banners/posters
- Detection of broken / damaged traffic light
- Detection of broken / damaged / overflow dustbins
- Detection of barricades or road blokage
- Detection of missing/ broken traffic signage
- Detection of median damage

2 Scope of Work

2.1 Overall

(1) Establishment of an *Artificial Intelligence* based civic issues & infrastructure tracking and reporting system

a. Comprehensive Dashboard
A centralized dashboard to be provided to BBMP, displaying reports and analytics on identified municipal issues across the city. The dashboard will offer a detailed report of issues such as road damage, water logging, garbage collection issues, and more.

b. Weekly and Monthly Reports:
Generate and submit detailed reports highlighting the number of issues detected, resolved, and pending action, categorized by type and location.

c. Real-Time Alerts:
Notifications for high-priority issues, such as severe road damage or illegal dumping, to be sent to designated BBMP officers to ensure prompt action.

d. Mobile & Web App
A mobile and Web application shall be developed for the AI's generated reports and analytics with the requisite logins so that concerned

(2) The Agency shall purchase, deliver and deploy 250 cameras with appropriate resolution and technical specifications on the BBMP vehicles or such other vehicles or spots that the BBMP will make available. The video feed from these cameras shall be streamlined live into the BBMP Control & Command Centre by the agency and on the live feed the AI based analysis, analytics run on the fly and reporting done which are actionable in terms of issue identification, identification of the location of the issue and raising a proper report cum ticket which will be integrated and fed into the BBMP Grievance Management System or other otherwise as may be decided by the BBMP.

(3) The AI based tickets/actionable reports for each "Use Case" or "Issue" will be sent to appropriate authorities who will take action to resolve the same. This inflow will be into BBMP Sahaya Helpline System and Integrated Command & Control Centre System – through a web based API duly integrated with the Agency's solution.

(4) Additionally, the video feed from about 6000 Safe City Cameras deployed across the Bengaluru City by the Bengaluru City Police shall be analyzed and *Analytics* run under control and command of the Police Department and the analysis, analytics, reports and actionable tickets on the "Use Cases" shall be generated by the Agency through the *AI* and the same fed into the Sahaya and ICCC systems or such other systems as BBMP may decide analogous to reports of 250 Cameras deployed by the Agency as per point no (1). Same way the camera feed from Bengaluru Metropolitan Transport Corporation and other sources, not exceeding 1000 cameras, shall be analysed and tickets/actionable reports fed into the same BBMP Sahaya and ICCC systems for resolution.

(5) The Agency shall also make its such reports available in public domain as the BBMP may decide. Further, there shall be Agency's own IT System & Mobile Application with logins created for all the officers and staff of the BBMP who may need to act on the tickets/actionable reports of the Agency and the sane shakk be made available in these logins as well. The resolution of the tickets/actionable reports in this IT system

of the Agency or in Sahaya or ICCC system of the BBMP shall be automatically updated in other system so that both remain in sync as regards receipts, disposal and pendency of issues/tickets/actionable reports.

(6) The servers needed for the purpose shall be deployed either on the Cloud which shall be in total control & command of the BBMP or at the BBMP Data Centre. It is left to the bidder to propose their solution either on the Cloud servers under control and command of the BBMP or the servers at BBMP Data Centre (either of the solutions as proposed by the vendor shall be paid by the Agency). The bid shall include the required cloud/physical servers required for the solution as a deliverable or Scope of Work. In case of Cloud servers it is allowed to include their costs during the period of the contract with clear yearly running costs. In case of physical servers deployed at the BBMP Data Centre, the servers shall be purchased and deployed and shall be the property of the BBMP and their maintenance and AMC included in the bid of the Agency for the period of contract.

The financial bid prescribes submission of clear cut costs for each component.

(7) The list of Use Cases and the efficacy that shall be achieved are given below using all the cameras given above at point no (2) and (4) –

S. No	Use Case	Minimum Size which shall be detected	Maximum False Negative permitted (failure to detect an Event or Use Case)	Maximum False Positive permitted (false detection of an Event or Use Case when it does not exist)
1.	Detection of potholes on the road	10 inches	20%	20%
2.	Detection of cattle on road	NA	20%	20%
3.	Detection of garbage on road	2 feet	20%	20%
4.	Detection of damaged infrastructure	1 feet	20%	20%
5.	Detection of Water Logging areas	3feet	20%	20%
6.	Detection of Construction in progress on road/public space	2 feet	20%	20%
7.	Detection of Broken Speed Breaker	2 feet	20%	20%
8.	Detection of Road Surface Damage	2 feet	20%	20%
9.	Detection of Road Crack	2 feet	20%	20%
10.	Detection of Illegal Stalls on the road	NA	20%	20%
11.	Detection of dirty street road	3 feet	20%	20%
12.	Detection of encroachment on road	NA	20%	20%
13.	Detection of dirty side walk	3 feet	20%	20%
14.	Detection of Electrical Wires Jumble on road	3 feet	20%	20%
15.	Detection of open manhole	2 feet	20%	20%
16.	Detection of damaged/ broken Paver	3 feet	20%	20%
17.	Detection of damaged/ broken Kerbstone	3 feet	20%	20%
18.	Detection of illegal flexes, banners or posters	3 feet	20%	20%

19.	Detection of broken / damaged traffic light	NA		
20.	Detection of broken / damaged / overflow dustbins	2 feet	20%	20%
21.	Detection of barricades or road obstruction	3 feet	20%	20%
22.	Detection of median damage	3 feet	20%	20%

(8) Every Use Case detection should automatically create an event, a report in the suitable format to be provided with actual image of the Use Case/Event, GPS of the event location, time-stamp of event detection, camera name / ID etc. and such report should also be stored automatically with due indexing.

(9) The Agency shall deploy such manpower at BBMP and the Police Control Room as are necessary to run and deliver the Scope of Work. The personnel deployed shall be on the rolls of the Agency and work full time under the BBMP/Police. The Agency shall be fully responsible for delivery of the full Scope of Work and all manpower and the resources that it necessary for the same it shall provide including backend/off-site/remote support.

(10) The Agency shall present a complete solution including the human and other resources needed to meet the Scope of Work as part of technical proposal and the same shall be evaluated as part of the technical evaluation.

(11) The Agency shall propose their AI solution with at least the following components –

(i) 250 Cameras

(ii) Computing Infrastructure such as servers/devices for AI processing

(iii) Data storage

(iv) Personnel

(v) AI component

(vi) Operations & Running 250 plus 6000 Camera Feed Analysis

(12) The 250 Dashcams & the AI solution proposed by the Agency shall be of such technical and other specifications which would deliver the performance as per this Scope of Work. The same shall be tested as part of technical evaluation of the tender.

2.2 Other Requirements

The system shall be reliable, responsive and sensitive

3 Pre-Qualification Requirements

#	Parameter	Pre-qualification description	Document required
1.	**Legal Entity**	The Bidder should be Company registered under the Indian Companies Act, 1956 or Private Limited or a Limited Liability Partnership Firm under Limited Liability Partnership Act 2008 at the time of bidding. And should have been operating for the last three years in India as onthe date of publishing of RFP notice (including name change / impact of mergers or acquisitions).	• Copy of Certificate of Incorporation • Copy of Registration Certificates and Company PAN card and GST details
2.	**Turnover**	Bidder should have a minimum average turnover of Rs. 5 Crores per year (Rupees Ten Crores) from Information Technology services or Software Development or AI related work in the preceding three Financial years (2021-22, 2022-23 & 2023-24) (the financial year 2020-21 is also acceptable in lieu of 2023-24) Out of the said turnover at least Rs 25 Lakhs (Rupees Twenty Five Lakhs) shall be from AI work in at least any one year out of the last three years.	Extract of audited financial statements for the last 3 financial years along with a certificate from the CharteredAccountant as per Form 3
3.	**Net Worth**	The Bidder should have positive Net Worth not less than Rs 2 Crores on average in the last three financial years	Extract of audited financial statements for the last 3 financial years along with a certificate from the Chartered Accountant as per Form 3
4.	**Blacklisting**	Bidder should not have been blacklisted by Govt. of India/ Govt. of Karnataka/Any State Government or any Govt Agency on the date of bid submission and also as on date of technical tender evaluation.	Certificate as per format in the RFP on company's letter head duly signed by company Secretary.
5.	**Local Office and Manpower**	The bidder shall have a local officer in Bengaluru or set up such an office before the award of the work.	Undertaking along with the address and such details by the authorizedsignatory as per Form 9
6.	**Certifications**	The bidder should have ISO 9001, ISO 27001 certifications.	Certifications to be enclosed
7.	**Government projects.**	The bidder should have experience of handling at least 3 state government or Central Government IT or Software Development or AI related projects.	Work order and satisfactory completion certificate or letter has to be enclosed.

4. Technical-Qualification Requirements

- The bidder shall give a detailed proposal covering full details of the proposed AI solution and attach the same as part of the technical bid. The bids without the detailed technical proposal shall be rejected at the technical evaluation stage itself as being technically unresponsive.
- THE FINANCIAL BID OR QUOTE SHALL NOT BE PUT ANYWHERE IN THE TECHNICAL PROPOSAL ELSE THE SAME SHALL LEAD TO SUMMARY REJECTION OF EVERY SUCH BID AT THE TECHNICAL STAGE ITSELF.
- Each bidder shall have to demonstrate successfully using his proposed Camera the efficacy of the AI solution in an actual demo on the field as selected by the BBMP. The efficacy levels prescribed in the Scope of Work (not more than 20% False Negatives nor more than 20% False Positives) shall have to be demonstrated. The bidders who fail to demonstrate their proposed solution successfully shall be rejected in the technical evaluation as technically unresponsive.
- The bidder should not be involved in any litigation that may have an impact of affecting or compromising thedelivery of services as required under this contract.
- **All the formats prescribed in this RFP must be properly and fully filled up failing which the bid is liable to be rejected as un-responsive at the technical evaluation stage itself**.
- The bidder should not be blacklisted/terminated by any Government or Govt organization/ agency for unsatisfactory pastperformance, corrupt, fraudulent or any other unethical business practices or any other reason.

5 Service Level Requirements

The SLAs (Service Level Agreements) are classified into two categories:

a) Project Start-up SLAs and

b) Operational SLAs

The project start-up SLAs will apply until the AI based System & Solution becomes operational. The operational SLA's specify the service levels to be adhered to by the AI based System post the Go-live of operations.

5.1 Project Start-up SLAs

Requirement: The following activities shall be completed and the Proposed AI Based Solution and System shall Go-live within T + 30 calendardays, wherein "T" refers to the date of issuance of Letter of Intent:

- Recruitment and training of Manpower (if any)
- Setting up of the Infrastructure.
- Setting up of the *AI* Solution and everything needed for the delivery of the Scope of Work.
- Rollout of the Full Solution & Mock Run
- Go-live & start of the AI System & Solution

Penalty

A penalty of Rs. 5,000 per day will be applied for each day of delay. BBMP reserves the right to confiscate the full Bank Guarantee amount and terminate the contract when the delay is in excess of 30 calendar days beyond date of issue of the Letter of Intent.

5.2 Operational SLAs

5.2.1 Availability 24X7

Baseline Performance Requirement

AI Based Solution shall be available for 98% of the time; no penalties are applicable when baseline requirements are met. 98% availability shall be calculated on a weekly basis. 24 hours per day. Means 24x7 = 168 hours per week. 98% availability means minimum availability of 164 hours in a week.

Lower performance

In case availability is between 90% – 98%, 5% of monthly charges payable for the AI Based System to the Bid Winner Agency will be deducted as penalty

Breach

Availability is less than 90% but more than 80% then 10% of monthly payable for the AI Based System to the Bid Winner Agency will be deducted as penalty

Provided in case the availability is less than 85% cumulatively for 6 weeks in 5 months or for 4 weeks in a row, the BBMP shall have the right to cancel the contract and forfeit the Performance Bank Guarantee.

Basis for measurement

Server logs

5.2.2 Percentage of Reports Not Submitted

Baseline Performance Requirement

< 10% of Reports due but NOT submitted = No penalties are applicable when other SLAs and Scope of Work are met.

Lower Performance

10% to 30% of Reports due but NOT submitted = 10% of monthly payble dues will be deducted as penalty

Breach

> 30% of Reports due but NOT submitted = 20% of monthly payble dues will be deducted as penalty

In case more than 30% reports are not submitted cumulatively for 4-months or continuously for 2-months then the contract shall be liable to be cancelled for breach and non-performance.

Basis for measurement

System logs

6 Bidding Process

a) This invitation for bids is open total Indian firms who fulfill pre-qualification criteria as specified in the various sub sections of this RFP.

b) Bidders declared by GoK or BBMP or any Agency/PSU owned by any Govt to be blacklisted or ineligible to participate for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.

c) Breach of general or specific instructions for bidding, general and special conditions of contract with GoK or any of its user organizations during the past 3 years may make a firm ineligible to participate in bidding process.

d) One company/entity can submit only one bid, and as single company/entity submitting more than one bid shall be disqualified and liable to be black-listed by the BBMP.

e) Joint or Consortium Bids are NOT allowed.

f) Bidders are advised to study this Tender document carefully. Submission of Bid for the Project shall be deemed to have been done after careful study and examination of this document with full understandingof its implications

g) Bids shall be submitted in e-Procurement platform only (https://kppp.karnataka.gov.in) as per the bid submission timelines specified in the e-Procurement platform

6.1 Procedure for Submission of Bids

6.1.1 Tender Processing Fees and Download of Tender Document

Bidder can download the tender document (https://kppp.karnataka.gov.in) till the due-date and time for bid submission. Bidder shall pay the tender processing fees prescribed in the e-Procurement portal to participate inthis tender. The tender processing fees has to be paid through any of the four e-payment options in the portal:

- Credit Card
- Direct Debit
- Net Banking
- National Electronic Funds Transfer (NEFT)
- Over the Counter (OTC) – designated ICICI bank branches located across the country

Please note that payments submitted through cheque or demand draft shall not be accepted. Further details regarding payment, please refer to e-Procurement portal at the above-mentioned website or call e-procurement helpline +91 80 46010000, +91 8068948777

Note: It will be in the interest of the bidders to familiarize themselves with the e-Procurement system to ensure smooth preparation and submission of the tender documents.

6.1.2 Modes of Submission

All interested bidders shall pay the Tender Processing fee as mentioned in e-Procurement portal through any of the online payment modes. Bidders shall submit their Pre-qualification, Technical and Commercial RFP responses electronically using the unified e-Procurement platform. The e-Proc portal is available at: https://kppp.karnataka.gov.in

Companies/Bidders shall submit the tenders only through the unified e-Procurement system before the scheduled date and time for bid submission. Tenders submitted after the due date and time shall not be possible in eProcurement portal nor any such attempts will be considered and BBMP will not be liable or responsible for any delays due to unavailability of the portal and theinternet link.

All the bid documents shall be filled by the bidder and submitted along with other bid documents. Incomplete and incorrect documents may be subject to rejection of the bid.

6.1.3 Bid Security or Earnest Money Deposit (EMD)

The bidder shall submit **EMD of Rs 2,00,000/- (Rupees Two Lakh Only)** in eProcurement Portal as per eGov Dept policy in this regard. All bids which fail to submit the requisite EMD shall stand technically disqualified in technical qualification. The e-Proc portal is available at https://kppp.karnataka.gov.in

6.2 Authentication of Bid

The response bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. A letter of authorization shall be supported by a written power-of-attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the bid.

6.3 Validation of interlineations in Bid

The bid shall contain no inter lineations, erasures or overwriting except as necessary to correct errors made by the Bidder,in which case such corrections shall be initialed by the person or persons signing the bid.

6.4 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid including cost of presentation for the purposes of clarification of the bid, if so desired by the BBMP. The BBMP will in no case be responsible or liable for those costs, regardless of the outcome of the Tendering process.

6.5 Clarification on Tender Document

The Bidder can get clarification on any doubts during Pre-Bid meeting on a scheduled date.

6.6 Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the BBMP, shall be written in English language. Any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by a duly attested English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

6.7 Amendment of Tender

a) At any time prior to the last date for receipt of Bids, BBMP, may, for any reason, whether atits own initiative or in response to a clarification requested by the Bidders, modify the Tender by issuing an addendum/corrigendum. Any such amendment issued along with the original Tender document will constitute Revised Tender.

b) The addendum/corrigendum will be uploaded on the e-Procurement website. The Bidders are requested to visit the website frequently to check for any amendments.

c) BBMP may at any time during the Tendering process but before opening the technical bid request the Bidders to submit revised Technical / Commercial Bids and/or Supplementary Commercial Bids, in case of change in Scope of Work, without thereby incurring any liability to the affected Bidder or Bidders.

6.8 Bid Validity Period

6.8.2 Period of Validity of Bids

Bids shall remain valid for 90 days after the date of opening of Technical Bids prescribed by the BBMP. A bid valid for a shorter period may be rejected as non-responsive. However, the prices finalized after opening the tenders shall not increase throughout the period of implementation and operation.

6.8.3 Extension of Period of Validity

In exceptional circumstances, the BBMP may request the Bidder(s) for an extension of the period of validity. The request and the responses shall be made in writing.

6.8.4 Modification and Withdrawal of Bids

The Bidder may modify or withdraw its bid after the bid's submission strictly as may be allowed in the eProcurement Portal and not otherwise. No modifications or withdrawal of the bid after the last date of bid submission is permitted.

6.9 Contacting the BBMP

6.9.2 Contact by Writing

No bidder shall contact the BBMP on any matter relating to its bid, from the time of bid opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of the BBMP, it should be done in writing. All the queries and clarifications shall have to be raised as per the deadline prescribed for the Pre-Bid queries and answered accordingly. The bidders are obliged to attend the Pre-Bid meeting for the benefit of better understanding of the RFP.

6.9.3 Rejection of Bid

Any effort by a Bidder to influence the BBMP in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder’s bid.

\

6.10 BBMP's Right to Vary Scope of Contract at the time of Award

- The BBMP may at any time, by a written order given to the Bidder, make changes to the scope of the Contract as specified within 25% variation in terms of quantity and costs.
- If any such change causes an increase or decrease in the cost of or the time required for the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule, or both, and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the Bidder's receipt of the BBMP'schanged order.

6.11 BBMP's Right to Accept Any Bid and to reject any or All Bids

- The BBMP reserves the right to accept any bid and to annul the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the BBMP's action.
- The BBMP reserves the right to negotiate the commercials with the selected Bidderand seek revised commercial bid.

6.12 Notification of Award

6.12.2 Notification to Bidder

Before the expiry of the period of validity of the proposal, the BBMP shall notify the successful Bidder in writing by registered letter or by fax or by email, that its bid has been accepted. The Bidder shall acknowledge in writing the receipt of the notification of award in the form of a Letter of Intent and shall send his acceptance thereof within seven (7) days of receiving of the notification.

6.12.3 Signing of Contract

The notification of the award shall constitute signing of the agreement. The signing of agreement will amount to award of contract and bidder will initiate the execution of the work as specified in the agreement. At the same time as the BBMP notifies the successful Bidder that its bid has been accepted, the BBMP will send the Bidders the Proforma for Contract, incorporating all agreements between the parties. Within 3 days of receipt of the Contract, the successful Bidder shall sign the Contract and return it to the BBMP.

6.12.4 Discharge of Bid Security (EMD)

Upon the declaration of the bid winner, BBMP shall promptly request the Bid Winner to provide Performance Bank Guarantee, which shall be submitted within 14 days of the notification of the award. On receipt of P erformanceBank Guarantee, the bid security of all technically qualified bidders will be released. Provided that the Bid Security of bidders found technically rejected will be refunded immediately upon technical rejection of the bid. The Performance Bank Guarantee to be submitted by the Bid winner shall be 5% of the Annual Bid Value of the Contract as per rates quoted by the bid winner.

6.12.2 Expenses for the Contract

The incidental expenses of execution of agreement / contract shall be borne by the successful bidder.

6.13 Failure to abide by the Agreement

The conditions stipulated in the agreement shall be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of the BBMP with such penalties as specified in the Bidding document and the Agreement.

6.14 Bank Guarantee for Contract Performance

- Within a 14-days of the receipt of notification of award from the BBMP, the successful Bidder shall furnish the performance guarantee at the rate of 5% of the bid amount, in the Contract Performance Guarantee Bond provided in the Annexure to this RFP.

6.15 Rejection Criteria

Apart from failing to technically qualify in the bid as per Pre-Qualification Requirements cited in this RFP, bids may be rejected under following circumstances:

6.15.2 Pre-Qualification cum Technical Rejection Criteria

6.15.2.1 If the information provided by the Bidder is found to be incorrect / misleading at any stage/time during the Tendering Process.

6.15.2.2 Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions.

6.15.2.3 Bids without signature of person (s) duly authorized on required pages of the bid

6.15.2.4 Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.

6.15.2.5 Failure to furnish proofs for information provided.

6.15.2.6 Technical Bid containing commercial details. Bidders shall ensure that commercial documents are scanned and uploaded in the slots specified in e-Procurement platform.

6.15.2.7 Revelation of Prices in any form or by any reason before opening the Commercial Bid.

6.15.2.8 Failure to furnish all information required by the RFP Document or submission of a bid not substantially responsive to the Tender Document in every respect.

6.15.2.9 Failure to furnish proofs for information provided

6.15.2.10 Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum(if any) and any subsequent information given to the Bidder.

6.15.2.11 Bidders not complying with the Technical and General Terms and conditions as stated in the RFP Documents.

6.15.2.12 The Bidder not conforming to unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender.

6.15.2.13 If the bid does not conform to the timelines indicated in the bid.

6.15.3 Commercial Rejection Criteria

6.15.3.1 Incomplete Price Bid

6.15.3.2 Price Bids that do not conform to the Tender's price bid format and are unclear or ambiguous.

6.15.3.3 Total price quoted by the Bidder does not include all statutory taxes and levies applicable.

6.16 Concessions permissible under statutes

Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes including the benefit under Central Sales Tax Act, 1956, failing which it will have to bear extra cost where Bidder does not avail concessional rates of levies like customs duty, excise duty, GST etc. The BBMP will not take any responsibility towards this.

6.17 Liquidated Damages

Subject to clause for Force Majeure if the bidder fails to complete the assignment in compliance to the RFP) before the scheduled completion date or the extended date or if agency repudiates the Contract be for completion of the Work, the BBMP at its discretion may without prejudice to any other right or remedy available tothe BBMP the Contract, forfeit the entire performance bank guarantee submitted by the agency, apart from blacklisting of the agency for further participation in any of the tenders of the BBMP.

Any such recovery or liquidated damages shall not in any way relieve the agency from any of its obligations to complete the Works or from any other obligations and liabilities under the Contract.

6.18 Termination of Contract

Agency shall adhere to all the requirements of RFP and shall comply with the Non-Disclosure Agreement (NDA) and Non Sharing Agreement (NSA) to ensure data privacy. Any violations / non-compliance of any of the contract conditions will entail termination of the contract without prejudice to the rights of the BBMP with such penalties as specified in theRFP and the Agreement. Upon such termination, BBMP will have the right to forfeit the entire performance bank guarantee submitted by the agency, further BBMP reserves the right to blacklist the agency for further participation in any of the tenders of the BBMP.

Upon termination, BBMP will have the right to put in place any other agency for carrying out the remaining enrolment work.

Where a change of management of the Agency has occurred whereby the Agency company has merged, amalgamated or been taken over, due to which the majority shareholding of the Agency has been transferred to another entity, and in case requirements for the Agency set out in the RFP are not complied with, the BBMP can by a 30(Thirty)days written notice, terminate this Agreement and such notice shall become effective at the end of the notice period.

BBMP reserves the right to terminate the contract citing no reasons whatsoever upon issuance of one month's notice.

6.19 Force Majeure

a) Neither Party to this Agreement or to the SLA shall be liable to the other for any loss or damage which may be suffered by the other party directly to the extent and for the duration of any cause beyond the reasonable control of the Party unable to perform ("Force Majeure") events such as but not limited to acts of God not confinedtothepremisesofthePartyclaimingtheForceMajeure,flood,drought,lightningorfire,earthquakes, strike, lock-outs beyond its control, labor disturbance not caused at the instance of the Party claiming Force Majeure, acts of government or other competent authority, war, terrorist activities, military operations, riots, epidemics, civil commotions etc. No failure, delay or other default of any contractor or sub-contractor to either Party shall entitle such Party to claim Force Majeure under this Article.

b) The Party seeking to rely on Force Majeure shall promptly, within 2 days, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defence with particulars detailed in writing to the other Party and shall demonstrate that it has taken and is taking all reasonable measures to mitigate the events of Force Majeure.

   In the event the Force Majeure substantially prevents, hinders or delays the Agency's performance of Services necessary for project's implementation or the operation of Project's critical businessfunctions for a period in excess of 3 days, the BBMP may declare that an emergencyexists.

c) However, when the situation arising out of force Majeure comes to amend in the assess ment of BBMP, the Agency shall resume normal activities under this agreement immediately. If BBMP considers it necessary, may grant an extension of time to the Agency for resumingnormal activities under this agreement .If the Agency does not resume normal activities immediately or within the extended period, if any, granted by the BBMP, the BBMP will have the option toinvoke the Performance Guarantee, levy liquidated damages, obtain substitute performance from analternate supplier at the cost of Agency and/or terminate this Agreement.

d) Notwithstanding the terms of this Article, the failure on the part of the Agency terms under the RFP to implement any disaster contingency planning, insurance coverage and back-up and other data safeguards in accordance with the terms of the RFP or this Agreement against natural disaster, fire, sabotage or other similar occurrence shall not be an event of Force Majeure.

7 Evaluation of Technical and Commercial Proposal

7.1 Opening of Pre-Qualification and Technical Bids

The Tender Scrutiny Committee of the BBMP will do technical evaluation of the bids. The committee would evaluate both Pre-qualification cum Technical bids based on the details provided in the RFP and the committee may seek the bidders to make a technical presentation on a specified date and time. Decision of the committee would be final and binding upon all the Bidders. As a part of the technical evaluation, each bidder shall demonstrate the actual working of the AI based solution and prove its capacity to achieve the deliverable benchmarks and requirements especially the performance on Use Case detection within the tolerable False Positives and False Negatives as prescribed in the Scope of Work. The Bids failing to demonstrate the working of the AI solution at their own costs as part of the technical evaluation shall be rejected as technically non-responsive bids. Briefly, in this a road or area will be identified by the BBMP and the bidder shall run his Cameras in close to actual proposed deployment as per the Scope of Work on a vehicle and the Camera Feed generated real time and also analyzed using the AI and the tickets/Actionable Report generated as close to the Scope of Work as possible.

The commercial proposal of ONLY those bidders who are found pre-qualified and also technically qualify will be opened.

7.2 Financial Evaluation

The Commercial Bids of only the technically qualified bidders will be opened for evaluation. The bidder will be decided based on L1 criteria. L1 will be calculated as per the explanation given in the commercial bid format. The bid with the lowest total price (i.e. the all-inclusive price) will be awarded the contract as per format below.

Sl No	Item Details	Quantity	Tenure or Extent of Contract	Bidding Unit	Unit Price (in Rupees)	Bid Price = Quantity x Extent of Contract x Unit Price (in Rs)
1	Dashcams or Cameras for video feed to AI	250	1	PER UNIT	Price of each Camera	= 250 x Price of each Camera
2	Servers/Devices for AI and Processing	1	1	LUMPSUM		=1 x Lumpsum price
3	Data Storage	1	1	LUMPSUM		=1 x Lumpsum price
4	Full Time & Dedicated Personnel deployed at BBMP & Police Control Room	1	36	MONTHLY	Give Per Month Price	= 36 x Per Month Price of personnel
5	Artificial Intelligence Solution or Licence Cost for 3 Years for STATIC CAMERA FEED for delivery of Scope of Work including support	6000	36	MONTHLY	Price for Each Static Camera Feed per month	= 6000 x 36 x Per month price for each Static Camera Feed & support
6	Artificial Intelligence Solution or Licence Cost for 3 Years for MOVING CAMERA FEED for delivery of Scope of Work including support.	250	36	MONTHLY	Price for Each Mobile Camera Feed per month	= 250 x 36 x Per month price for each Mobile Camera Feed & support
TOTAL						

8 Award of Contract and its Execution

a. Lowest quoted rates in the financial bid and the conformity to the requirements specified in the RFP shall be the basis for awarding the contract.
b. BBMP reserves the right to negotiate with the L1 (lowest) bidder.
c. The Agency is bound to submit any clarification/additional documents that BBMP may request and same should be furnished within the specified timelines. The cost incurred by the bidders towards application/clarifications or discussions/conference shall be borne by the bidders and BBMP in no case will be responsible or liable for such costs irrespective of the outcome ofthe process.
d. The appointed Agency shall provide the detailed profile of the manpower (along with the certificates/testimonials) that would be deployed in BBMP, as per this RFP, within 7- days from the date of issue of LOI. The manpower whose profiles are found to be in deviation from the requirement described in this RFP and the technical proposal of the Bidder will stand summarily rejected.
e. The successful firm/organization shall not further outsource the assignment to other individual/firms/organizations and if found so, the contract shall bed deemed to be cancelled and this shall also lead to blacklisting of the Agency.
f. Confidentiality: The Agency and the manpower hired shall not at any time, communicate to any person or entity any confidential information acquired in the course of providing the services and thereafter except when specifically, so directed by BBMP. These winner agency shall sign NDA (Non- Disclosure Agreement) and Non Sharing Agreement (NSA) with BBMP.

9 Payment Terms

a) The item no 1, 2 and 3 shall be paid 90% of the award cost within 15 days after the successful GO LIVE of the system. The rest 10% shall be released @ 1% each month for each month of successful operation after the GO LIVE and completed in 10-months. Provided that in case of Cloud Services for item no 2 and 3 which are payable on per month basis – the payment shall be made on the monthly basis by dividing the total financial quote with 36 months.

b) Bills for providing AI System for items 4, 5, 6 and 7 shall be submitted by the Agency by the 5thday of the subsequent month.

c) 75% of the bill amount (for the previous month) will be paid to the Agency by the 15th day of the month. The remaining 25% will be paid by end of the month, subject to achievement of SLA's and successful delivery of the Scope of Work for the month in question. In this regard unless the BBMP in writing informs of failure of the delivery of a Scope of Work within 30 days of the completion of a month, the same shall be deemed to have been successfully delivered for the month.

d) Payments shall be subject to deductions of any amount for which the Agency is liable under the agreement against this contract.

e) Payments shall be inclusive of all taxes as applicable

f) Should there be a requirement for extension of services of *AI* System; payments shall be made as per the terms and conditions of the initial contract.

10 Liability Clause

Liability arising out of any legal conditions shall survive the term of the contract

11 Contract Validity

The tender validity will be for a period of 3 years. Provided that the service is satisfactory, BBMP may extend it by one more year at a time subject to maximum of three years' extension, on the same terms and conditions and at a rate escalation of 5%. However, BBMP reserves the right to terminate the contract at any-time as per this RFP.

12 Arbitration Clause

The Parties shall use their best efforts to settle amicably disputes, if any, arising out of or in connection with this Contract or the interpretation thereof.

If any dispute arises between BBMP and the Service Provider in connection with or arising out of execution of the Project either party may in the first instance refer a dispute to the Chief Commissioner BBMP who shall give a decision in writing within 30 days of reference of dispute. Either party may refer a written decision of the Chief Commissioner BBMP to Additional Chief Secretary Urban Development Department under the Rules of Arbitration and the award made in pursuance thereof shall be binding on both the parties. If neither party refers the disputes to arbitration within 30 days of the date of such decision of Chief Commissioner BBMP will be final and binding.

13 ANNEXURES

Format 1:

Bid Letter on the Letterhead of the Bidder

To
Chief Commissioner,
BBMP

Corporation Circle
Bengaluru -560001

Sir,

Subject: Provision of *Artificial Intelligence* based tracking and reporting system on civic & infrastructure issues to the BBMP

Reference: Tender No: <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

We, the undersigned Bidder, having read and examined in detail all the bidding documents in respect to the "Provision of *Artificial Intelligence* based civic issues & infrastructure tracking and reporting system for Bruhat Bengaluru Mahanagar Palike [BBMP]", do hereby propose to provide our services as specified in Tender.

1) Technical Response

We confirm having submitted the information as required by you in your Request for Proposal document. This is enclosed in Section -- to Section -- of our technical bid. In case you require any other further information/documentary proof in this regard for evaluation of our bid, we agree to furnish the same in time to your satisfaction.

2) Deviations

We declare that all the services shall be performed strictly in accordance with the bid documents except for the variations and deviations, all of which have been detailed out exhaustively in the following statements, irrespective of whatever has been stated to the contrary any-where else in our bid:

- Statement of Deviations on technical, commercial and terms and conditions.

Further, we agree that additional conditions, if any, found in the bid documents, other than those stated in deviation schedule, shall not be given effect to.

3) Performance Bank Guarantee

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee in the form prescribed in the RFP.

4) It is hereby declared that we/I unconditionally accept the terms & conditions of this RFP and having read the same commit to abide by the same.

5)

6) Validity of this Bid

We agree to abide by this tender response for a period of 90 days from the date of submission of the bid and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and BBMP.

We undertake, if our proposal is accepted, to adhere to the implementation plan for the Proposed System at BBMP put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and BBMP or its appointed representatives. <<Bidder NAME>> has an office in the Bengaluru and number of employees

work in this office. Relevant address proof is enclosed.

Authorized SignatoryName of Signatory:

Bidder Name:

Bidder Address
for
Correspondence

Date

Place

FORMAT 2:
EXPERIENCE/TURNOVER INFORMATION

Total turnover of the bidder during the preceding 3 years

Financial year	Turnover out of AI Based Solutions	Total Turnover in INR (Rs. In Lakhs)
2021-22		
2022-23		
2023-24		

This is to certify that information above is correct as per our duly Audited Financial Statements and the same are attached herewith.

Seal and Signature of the Authorized person

Note:

Bidder shall upload documents supporting the information furnished along with Index and summary in excel, year wise as per below format.

Year:

Sl. No	Work Order No	Date	Details of Product supplied	Supplied To	Amount

Note: BBMP reserves the right to obtain additional information at the time of technical evaluation.

FORMAT 3

COMPANY CONTACT INFORMATION FOR COMMUNICATION

THIS INFORMATION IS NEEDED IN CASE IT IS FOUND NECESSARY TO COMMUNICATE REGARDING THIS TENDER

SL NO.	ITEM DESCRIPTION	DETAILS
1	Business Name of the company and its Registered office address	
2	Postal address of the bidder for correspondence	
3	Name of the authorized Representative and designation who is uploading this RFP tender bids	
4	(a) E-mail- id (b) Alternate email –id	
5	(a) Contact Number (b) Alternate contact number	
6	Bidder enclose Information of the Corporate/ Regional/ authorized offices list (Additional Sheet shall be enclosed endorsing the Address and Contact Details of each Centre)	

Seal and Signature of the Authorized Person

Format 4
Certificate from Statutory Auditor for Financial Capacity of the Tenderer

(To be submitted on the Letterhead of the Statutory Auditor)

To

Chief Commissioner
BBMP, Corporation Circle
Bengaluru – 560 002

Sub: **Financial Capacity of the Tenderer**

Ref: Tender No _____ dated _____ of BBMP on above subject

Sir,

We have verified the relevant statutory and other records of M/s_____[Name of the Tenderer],and certify that the Average Annual Turnover for the last three completed financial Year is as follows: (Rs._____)

Turnover (Rs._____)			
Financial Year [2023-2024]#	**Financial Year [2022-2023]**	**Financial Year [2021-2022]**	**Average Annual Turnover**

In case financial statement for the Financial Year 2023-24 has not been filed then the Turnover for the Financial Year 2020-21 may be submitted and will be considered.

This certificate is being issued to be produced before [Name of the Purchaser], for the ["Procurement of Goods and related services for_____"].

Place:
Date

Signature and Seal of the Statutory Auditor
clearly indicatinghis/her membership number

FORMAT 5

UNDERTAKING & INFORMATION ON BLACKLISTING _____

(On the letter head of the Bidder)

Sl. No.	Information	Details	Remarks
1	Was the consultant firm ever blacklisted by any Government/ Non-Government/ Organization/ Institution/Funding Agency in the last 10 years.		

This is to certify that the information given above is true and that the undersigned bidder company/agency is not blacklisted by any Government or Government owned agency/organization which is valid or subsisting as on today.

Authorized Signature:
Name & Title of signatory:
Name of Firm:
Contact Number
Registered Address of Company
Correspondence Address

FORMAT 6

Additional Instructions as to filling up of the Technical Bid

1. The bidder shall submit a detailed technical write up and details of the AI Based Solution proposed.
2. The bidder shall give a presentation, in addition to the demo, about the AI based solution it proposes as part of the technical bid evaluation and explain its working.
3. The qualifications and experience of the personnel that it will deploy full time to the BBMP/Police shall be provided. The actual names need not be given but clear qualifications and the experience of the personnel that it will deploy for the project full time must be provided.
4. As per the RFP the demo of the proposed AI solution must be given as part of the technical evaluation.

Format 7: Commercial Bid form

PRICE BID SHALL BE ONLY FILLED IN eProcurement Portal

Price Bid Format – ONLY TO AID FILLING UP IN eProcurement Portal

DO NOT SEPARATELY UPLOAD AS SCAN IN THE TENDER

Sl No	Item Details	Quantity	Tenure or Extent of Contract	Bidding Unit	Unit Price (in Rupees)	Bid Price = Quantity x Extent of Contract x Unit Price (in Rs)
1	Dashcams or Cameras for video feed to AI	250	1	PER UNIT	Price of each Camera	= 250 x Price of each Camera
2	Servers/Devices for AI and Processing	1	1	LUMPSUM		=1 x Lumpsum price
3	Data Storage	1	1	LUMPSUM		=1 x Lumpsum price
4	Full Time & Dedicated Personnel deployed at BBMP & Police Control Room	1	36	MONTHLY	Give Per Month Price	= 36 x Per Month Price of personnel
5	Artificial Intelligence Solution or Licence Cost for 3 Years for STATIC CAMERA FEED for delivery of Scope of Work including support	6000	36	MONTHLY	Price for Each Static Camera Feed per month	= 6000 x 36 x Per month price for each Static Camera Feed and support
6	Artificial Intelligence Solution or Licence Cost for 3 Years for MOVING CAMERA FEED for delivery of Scope of Work including support.	250	36	MONTHLY	Price for Each Mobile Camera Feed per month	= 250 x 36 x Per month price for each Mobile Camera Feed and support.
TOTAL						

5. Enter in eProcurement Portal (Enter ZERO for a component not needed or whose cost is ZERO)
6. The PAYMENT SHALL BE AS PER ACTUAL CAMERA FEEDS ANALYSED ON A DAILY BASIS AND REPORTS GENERATED FOR EACH CAMERA as per the Scope of Work.
7. The cost shall be inclusive of all the taxes and duties.

Format 8: Performance Bank Guarantee from a Scheduled Bank

FOR PERFORMANCE GUARANTEE

Ref.No. Bank Guarantee No

Dated

To

Chief

Commissioner,

BBMP

Corporation

Circle,

Bengaluru-560 001

1. Against contract vide Advance Acceptance of the Tender covering "Tenderfor ……..." (hereinafter called the said 'contract') entered into between the BBMP, (hereinafter called the Purchaser) and_____(hereinafter called the Bidder) this is to certify that at the request of the Bidder we_Bank Ltd., are holding in trust in favour of the Purchaser, the amount of 5% of the bid value to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Bidder of any of the terms and conditions of the said contract and/or in the performance thereof. We agree tha the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been cause or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.

2. We_____Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment inall respectso the said contract by the Bidder .e.till_____hereinafter called the said date and that if any claim accrues or arises against us_____Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us _____Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given

to us_____Bank Ltd, by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

3. It is fully understood that this guarantee is effective from the date of the said contract and that we _____BankLtd, undertakenottorevokethisguaranteeduringitscurrencywithouttheconsent in writing of the Purchaser.

4. WeundertaketopaytothePurchaseranymoneysodemandednotwithstandinganydisputeordisputesraised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

5. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Bidder shall have no claim against us for making such payment.

6. We_____Bank Ltd, further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said contract and we, _____Bank Ltd., shall not be released from our liability under this guarantee by reason of any suchvariation or extension being granted to the said Bidder or for any forbearance by the Purchaser to the said Bidder or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

WITNESSNO.1 Authorized Bank Representative

---------- ----------

(Signature) (Signature)

Full name and official Full name, designation and

Address (in legible letters)

address (in legible letters)

with Bank stamp

WITNESS NO. 2

(Signature)

Full name and official

Address (in legible letters)

Attorney as per power of

Attorney No.....

Dated…….

Format 9: Undertaking on litigation (S)

This is to certify that << COMPANY NAME >> is not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this RFP.

Company Secretary / Authorized Signatory

Name of Signatory:

Bidder Name:

Date:

Place:

FORMAT 10

EMD Declaration

I, hereby submit a declaration that the tender submitted by the undersigned, on behalf of the tenderer.....(Name of the Tenderer), shall not be withdrawn or modified during the period of validity or extended period of validity.

I, on behalf of the tenderer ..... (Name of the Tenderer), also accept the fact that in case the tender is withdrawn or modified during the period of its validity/extended validity period or if we fail to sign the contract in case the contract is awarded to us or we fail to submit a Performance Bank Guarantee and Additional Performance Security, if any, before the deadline fixed in the Tender Document, ` qw3ethen.....(name of the tenderer)will be debarred for participation in thetendering process for the Procurements of this Procurement Entity for a period of two years from the date of default and the EMD shall stand forfeited.

(Signature of the Authorised Signatory,
Official Seal)